

# Special Session

<b>Agenda Item #</b>	4
<b>Meeting Date</b>	April 4, 2005
<b>Prepared By</b>	Iлона Blanchard Associate Planner
<b>Approved By</b>	Barbara B. Matthews City Manager

<b>Discussion Item</b>	Temporary Relocation of the Takoma Park Farmers Market
<b>Background</b>	<p>The Laurel Avenue Streetscape Project is scheduled to begin construction on Monday, April 4. The Takoma Park Farmer's Market is authorized to use Laurel Avenue from 8:45 a.m. until 2:45 p.m. on Sundays until such time as the Council takes an action to repeal or amend the terms of the street closure.</p> <p>The Takoma Park Farmers Market has agreed to temporarily relocate to the Bank of America parking lot. The parking lot is not large enough to accommodate all of the vendors. Closing Willow Avenue will provide much needed space. The closure may inconvenience drivers who normally exit the neighborhood along Willow Avenue. From 8:45 a.m. until 2:45 p.m., drivers will need to exit on Tulip or Maple to access Carroll Avenue. Staff and neighborhood residents delivered flyers to Willow Avenue residents on March 30-31 and alerted the local residents' association of the proposed closure on March 30.</p> <p>The Takoma Park Farmer's Market currently pays a fee of \$60 per week as "Payment to the City for Street Use." The Farmer's Market has requested, and Staff concurs, that the \$60 fee be waived for the duration of the construction, as the Farmer's Market will undergo a hardship to move from Laurel to Willow. The portion of Willow Avenue that the Farmer's Market will be using is considerably smaller than Laurel Avenue.</p> <p>Staff will work with the Farmer's Market to make sure that the street closure and relocation is adequately signed.</p>
<b>Policy</b>	<ol style="list-style-type: none"> <li>1. Enhance pedestrian and bicycle access to shops, transit, schools and other community facilities by improving pedestrian safety and providing wide, tree-lined sidewalks throughout the area.</li> <li>2. Support strengthening the streetscape from Takoma Junction to Old Town.</li> <li>3. Improve pedestrian connections and image from the Junction to Old Town to the Takoma Metro in the District of Columbia.</li> </ol> <p style="text-align: right;"><i>Takoma Park Master Plan</i></p>
<b>Fiscal Impact</b>	Assuming street use fee is waived, revenue loss of \$240 - \$960; actual amount will depend on duration of construction.

<b>Attachments</b>	<ul style="list-style-type: none"> <li>• Resolution 2001-82 - Authorizing the closing of Laurel Avenue between Eastern Avenue and Carroll avenue for the Operation of the Takoma Park Farmers Market on Sundays</li> <li>• Farmers Market Agreement</li> <li>• Letter from the Farmers Market, 2003</li> <li>• Proposed Resolution - Temporary Relocation of Farmers Market</li> </ul>
<b>Recommendation</b>	Staff recommends that Council approve the accompanying resolution authorizing temporarily closing Willow Avenue and waiving the street use fee.
<b>Special Consideration</b>	

**Introduced by:** Councilmember Stewart

**RESOLUTION #2001-82**

**AUTHORIZING THE CLOSING OF LAUREL AVENUE BETWEEN EASTERN AVENUE AND CARROLL AVENUE FOR THE OPERATION OF THE TAKOMA PARK FARMERS MARKET ON SUNDAYS**

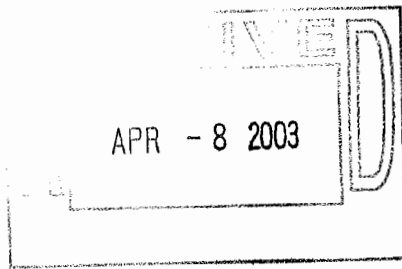
- WHEREAS, the City of Takoma Park has operated a farmers market (the Market) on Sundays on Laurel Avenue in the Old Town Business District since 1983; AND
- WHEREAS, the City and the Takoma Park Farmers' Market, Inc. entered into an agreement providing for the Takoma Park Farmers' Market, Inc. to operate the Market beginning September 7, 1997, and setting forth the terms and conditions for said Market operation; AND
- WHEREAS, the Council of the City of Takoma Park plans to continue to support the efforts of the Takoma Park Farmers' Market, Inc. to operate the Market on Laurel Avenue in the Takoma Old Town Business District; AND
- WHEREAS, in order for the Takoma Park Farmers' Market, Inc. to operate the Market in a safe and effective manner, Laurel Avenue must be closed between Carroll Avenue and Eastern Avenue to accommodate the participating vendors and their customers; AND
- WHEREAS, Section 11-24(a) of the Takoma Park City Code requires the approval of the City Council prior to closing a street; AND
- WHEREAS, in the past, the Council has adopted a resolution each year, authorizing the street closure based on the dates and operation hours for the annual market season (generally, mid-April until the end of December, between the hours of 8:45 a.m. and 2:45 p.m.); AND
- WHEREAS, the Takoma Park Farmers' Market, Inc. has requested the Council's approval to remain at the Laurel Avenue location through the Winter season, extending the street closure authorization to a full year; AND
- WHEREAS, the Council concurs with staff's recommendation that this Resolution serve as the Council's authorization for the continued closure of Laurel Avenue on Sundays to accommodate the Farmers Market in future years, no longer making it necessary for the Council to adopt a Resolution each year to authorize this street closure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TAKOMA PARK, MARYLAND, THAT Laurel Avenue between Carroll and Eastern Avenues will be closed to all through traffic for operation of the Market by the Takoma Park Farmers' Market, Inc. **on every Sunday between the hours of 8:45 a.m. and 2:45 p.m.**

BE IT FURTHER RESOLVED THAT parking on Laurel Avenue between Carroll and Eastern Avenues will be prohibited on the dates and during the times set forth above, except for officially permitted vendors participating in the operations of the Farmers Market.

BE IT FURTHER RESOLVED THAT the provisions of this Resolution shall remain in effect until such time as the Council may take action to repeal or amend the terms of this street closure.

ADOPTED THIS 10<sup>th</sup> day of December 2001.



Rachel Bynum  
President, Takoma Park Farmers Market  
Waterpenny Farm, 12093 Lee Hwy.  
Sperryville, VA 22740

April 4, 2003

City of Takoma Park  
7500 Maple Avenue  
Takoma Park MD 20912

To the Takoma Park City Council members and Mayor Porter:

I am writing on behalf of the 2003 Takoma Park Farmers' Market, Inc. Board of Directors to register our opinions on the upcoming Laurel Avenue Streetscape plan to rebuild the median strip and sidewalks on Laurel Avenue where the market is held each Sunday.

We think that the proposed plan to refurbish the median and sidewalk, which you have outlined to John Hyde, and he has passed on to the Market's Board of Directors, will, in the long term, be good for the market.

Our goal is to minimize the short-term impact on the market during construction. We know that the people of Takoma Park highly value the Farmers' Market as a place to buy plants for their gardens, as well as the freshest local produce and other foods available, and as a community gathering place. As those who are familiar with the market know, the Takoma Park Farmers market is a very significant part of the financial well-being of the producers who sell there, and any disruption could have a large impact.

Here are the market's views and concerns:

As a market, we would very much prefer not to have to move. Would it be possible for the contractors to finish the project incrementally, leaving the road safe for the market and its patrons each weekend? This option, if possible, would have the least impact on the market.

If a move is necessary, we will appreciate the City's help in negotiating our use of the Bank of America parking lot and possibly part of Willow Avenue for the weeks we would need to move. We prefer this site, of those mentioned by Rob, because it is visible from the regular market site, and the spot seems to have enough space to accommodate the market.

Also, in the case that a move is necessary, it will be vital to the market to know several weeks in advance when the move will happen, and how many weeks the market will be displaced. This is important so we can advertise and tell customers well in advance about the temporary relocation. Organizing ourselves ahead of time so that the transition goes smoothly will also be important.

Thank you very much for your understanding and support. We look forward to working with you to make this transition to a new, improved, median and sidewalk work as smoothly as possible.

Sincerely,



Rachel Bynum, Waterpenny Farm [Waterpenny@earthlink.net](mailto:Waterpenny@earthlink.net) ; (540) 987-8567

*On behalf of 2003 Takoma Park Farmers Market, Inc. board members:*

David Hochheimer, Black Rock Orchard

Ned Atwater, Atwater Breads

JC Ackerman, Blue Ridge Botanicals

Forrest Pritchard, Smith Meadows

Melanie Dietrich, Keswick Creamery

Hana Newcomb, Potomac Vegetable Farms

cc. Kathy Porter, Mayor; Joy Austin-Lane, Councilmember Ward 1; Carol Stewart, Councilmember Ward 2; Bruce Williams, Councilmember Ward 3; Roland Dawes , Councilmember Ward 4; Mark Elrich, Councilmember Ward 5; Share Maack, Councilmember Ward 6; Robert Inerfeld, Community Development coordinator; Sarah Daines, Economic Development Office

## FARMERS MARKET AGREEMENT

THIS AGREEMENT made this 10th day of Ocotber, 1997, by and between the City of Takoma Park, Maryland, a Maryland municipal corporation, (the "City") and the Takoma Park Farmers' Market, Inc., a Maryland corporation.

WHEREAS, the City has been operating a farmers market (the "Market") on Sundays on Laurel Avenue in the Old Town business area of the City since 1982; and

WHEREAS, commencing on October 12, 1997, the City wishes to transfer responsibility for operating the Market to the vendors who have been selling their goods and products at the Market; and

WHEREAS, the vendors are willing to assume responsibility for Market management and have formed a non-profit corporation known as the Takoma Park Farmers' Market, Inc. for the purpose of operating the market: and

WHEREAS, the City and the Takoma Park Farmers' Market, Inc. wish to enter into this Agreement providing for the Takoma Park Farmers' Market, Inc. to operate the Market beginning October 12, 1997, and setting forth the terms and conditions for said Market operation.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Takoma Park Farmers' Market, Inc. agree as follows:

1. Market Operations.

a. Effective Date of Transition. Beginning October 12, 1997, the Market will be operated by the Takoma Park Farmers' Market, Inc. The Market management responsibilities of the Takoma Park Farmers' Market, Inc. are set forth on Exhibit "A" which is attached hereto and incorporated herein by reference.

b. Street Closure for Market.

(1) The City shall close Laurel Avenue, between Eastern Avenue and Carroll Avenue, every Sunday from 9:00 a.m. to 2:30 p.m. from the 3rd Sunday in April 1997, through the 3rd Sunday in December 1997 ("market days"), for the operation of the Market. The Market shall generally operate on the north side of Laurel Avenue, along the side of the Seventh Day Adventist Church. The south side of Laurel Avenue, in front of the Takoma Metro Shopping Center, also shall be reserved for Market use as needed if there are ten or more vendors. If the south side of Laurel Avenue is used for vendor space, no

materials shall be placed on the south sidewalk and no vehicles higher than 6'8" shall be parked on the south side of Laurel Avenue. The median strip shall not be used as selling space. The northeastern end of the median strip shall be the physical limitation for the location of vendor equipment. Barricades shall not block access to the parking area behind the Takoma Metro Shopping Center. A seven foot pedestrian walkway shall be maintained at all times. The Takoma Park Farmers' Market, Inc. shall be responsible for setting up the barricades used for blocking the street from traffic for the Market and shall return the barricades at the end of each market day to a location designated by the City Administrator or his or her designee.

(2) By March 1 of each year that this Agreement is in effect, the Takoma Park Farmers' Market, Inc. shall make a written request to the City Council for street closure for operation of the Market.

c. Payment to City for Street Use. The Takoma Park Farmers' Market, Inc. shall pay the City the sum of \$60.00 per market day for the use of Laurel Avenue for the Market. This payment shall be made to the City no later than the Friday following each market day.

d. No Responsibility for Infrastructure Condition. Nothing in this Agreement shall be construed to make or hold the Takoma Park Farmers Market, Inc. responsible for the physical condition of the public infrastructure (*i.e.*, the street, median strip or sidewalk) in the Market area of Laurel Avenue between Carroll and Eastern Avenues or for any injuries or damages which occur as a direct result of the physical condition of such public infrastructure.

e. Season Guidelines.

(1) The Takoma Park Farmers' Market, Inc. agrees to abide by the Takoma Park Farmers Market Season Guidelines, as amended from time to time. A copy of the 1997 Season Guidelines is attached hereto as Exhibit "B" and incorporated herein by reference. As of October 12, 1997, the Takoma Park Farmers' Market, Inc. shall be responsible for ensuring that the Market is operated in compliance with the Season Guidelines and also for enforcing the eligibility requirements, general rules, and violation provisions of the Season Guidelines for all vendors who sell products at the Market. References in the Season Guidelines, attached hereto as Exhibit "B", to the "City Administrator" shall mean the "President of the Takoma Park Farmers' Market, Inc." Vendor's rents, as set forth in the Guidelines, shall be paid to the Takoma Park Farmers' Market, Inc.

(2) Beginning with the 1998 market season, the Takoma Park Farmers' Market, Inc. shall be responsible for promulgating and/or revising the Season Guidelines for the Market. By March 1 of each year that this Agreement is in effect, the Takoma Park Farmers' Market, Inc. shall submit proposed Season Guidelines for the upcoming market season to the City for review.

2. Grant for Transition Expenses. Within thirty (30) days after the date of this Agreement, the City shall provide the Takoma Park Farmers' Market, Inc. with the sum of Six Hundred Dollars (\$600.00) as "seed money" to assist the Takoma Park Farmers' Market, Inc. with organizational and other expenses incurred in taking over the operation of the Market from the City.

3. Term. The term of this Agreement is from October 12, 1997, through December 21, 1997, the last scheduled market day of the 1997 market season. The Agreement shall be automatically renewed for the following market season on substantially the same terms and conditions unless either party gives the other party written notice of intent not to renew this Agreement by March 1 of each ensuing year.

4. Independent Contractor. The Takoma Park Farmers' Market, Inc. is an independent contractor. The officers, directors, employees, and agents of the Takoma Park Farmers' Market, Inc. are not officers, employees or agents of the City.

5. Oversight. The City Administrator or his or her designee may review the financial and other records of the Takoma Park Farmers' Market, Inc. which relate to the Market upon request. Any failure by the Takoma Park Farmers' Market, Inc. to provide documents, records or information requested by the City within ten business days from the date of the request is a breach of this Agreement and grounds for termination of this agreement for cause. A representative of the City, appointed by the City Administrator, shall serve as a non-voting member of the Board of Directors of the Takoma Park Farmers' Market, Inc. at all times during the term of this Agreement.

6. Assignment Prohibition. The Takoma Park Farmers' Market, Inc. may not assign or transfer this Agreement or any right or claim hereunder and may not grant any person or entity not a party to this Agreement any right or license to operate the Market, except as expressly authorized in writing by the City Administrator or his or her designee.

7. Notices. Any required notices or other communications under this Contract shall be in writing and personally delivered, mailed by first-class mail, or sent by facsimile transmission as follows:

If to the City:           Attn: Venita E. George  
                                  Community Planner  
                                  City of Takoma Park  
                                  7500 Maple Ave.  
                                  Takoma Park, MD 20912  
                                  Phone:       (301) 270-1700, ext. 266  
                                  Fax:           (301) 270-8794



If to the Takoma Park Farmers' Market, Inc.:

Attn: Louise Schwartzwalder  
Takoma Park Farmers' Market, Inc.  
1812 East-West Hwy.  
Hyattsville, MD 20783  
Phone: (301) 422-0097  
Fax: (301) 422-7449

or to such other person, address or fax number as either party shall have designated by a notice in writing to the other. Any such notice shall be deemed given (a) when the notice is personally delivered to the party to whom it is addressed, (b) three days after the notice is deposited, properly addressed and first-class postage prepaid, in the United States mail, or (c) when the notice is sent by facsimile to the fax number set forth above.

8. Indemnification. The Takoma Park Farmers' Market, Inc. shall indemnify and save harmless the City of Takoma Park from any and all legal action, liabilities, claims, damages, costs or expenses of any kind which may be asserted or instituted against the City of Takoma Park, its officers, employees or agents, due to personal injury, death, or damages to property arising from the Takoma Park Farmers' Market, Inc.'s negligence in operating the Market or failure to perform any of its obligations under this Agreement.

9. Termination of Agreement. The City Administrator or his or her designee may terminate this Agreement whenever the City Administrator or his or her designee determines that the Takoma Park Farmers' Market, Inc. is: (a) failing to abide by or to adequately enforce the Takoma Park Farmers Market Season Guidelines; or (b) in default of any other term of this Agreement. Prior to a termination, the City Administrator or his or her designee shall give the Takoma Park Farmers' Market, Inc. written notice specifying the cause. The notice shall give the Takoma Park Farmers' Market, Inc. no less than one (1) market day following the date the notice was issued to cure the default or make progress satisfactory to the City Administrator or his or her designee in curing the default. The City Administrator or his or her designee, shall give the Takoma Park Farmers' Market, Inc., at least one warning notice prior to a termination notice.

10. General.

a. This Agreement is binding upon the parties, their successors and assigns.

b. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. No modification, waiver or amendment of any of the terms of this Agreement shall be effective unless it is in writing and signed by both parties.

c. If any portion of this Agreement is found to be invalid or unenforceable, all other provisions of this Agreement shall remain in full force and effect.

d. The failure of the City to enforce any provision of this Agreement shall not be deemed a waiver thereof.


e. This Agreement shall be governed by, construed, and enforced in accordance with the laws and regulations of the State of Maryland and the City of Takoma Park.

IN WITNESS WHEREOF, the City and the Takoma Park Farmers' Market, Inc. have signed this Agreement consisting of 5 pages and Exhibits "A" and "B" under seal on the day and year first above written.

Attest:

CITY OF TAKOMA PARK, MARYLAND

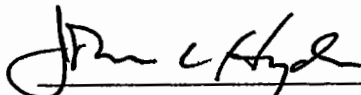


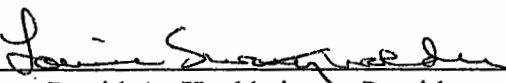
By:  (SEAL)  
Beverly K. Habada, City Administrator

Date signed: 10/10/97

Attest:

TAKOMA PARK FARMERS' MARKET, INC.

By   
John Carty, Secretary  
John Hyde, Witness

By:  (SEAL)  
David A. Hochheimer, President  
Louise Swartzwalder, Vice President  
Date signed: 10/8/97

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Introduced by:

**RESOLUTION #2005 -**

**AUTHORIZING THE CLOSING OF WILLOW AVENUE  
BETWEEN CARROLL AVENUE AND THE WACKENHUT PARKING LOT FOR THE  
TEMPORARY OPERATION OF THE TAKOMA PARK FARMERS MARKET ON  
SUNDAYS AND AMENDING THE AGREEMENT TO WAIVE THE PAYMENT TO CITY  
FOR STREET USE**

**WHEREAS,** the City of Takoma Park City Council authorized by Resolution 2001-82 on December 10, 2001, the closing of Laurel Avenue between Eastern Avenue and Carroll Avenue for the operation of the Takoma Park Farmer's Market on Sundays; AND

**WHEREAS,** the City of Takoma Park and its agents will begin construction on Laurel Avenue to rebuild the sidewalk and the median on April 4, 2005 and Laurel Avenue will be unable to accommodate the vendors and their customers; AND

**WHEREAS,** the Bank of America, located at Carroll Avenue and Willow Avenue, has offered the use of their parking lot to the Takoma Park Farmers Market on a temporary basis for the duration of the construction; AND

**WHEREAS,** the movement of the Takoma Park Farmers Market will create a hardship for the vendors as Willow Avenue is considerably smaller than Laurel Avenue; AND

**WHEREAS,** the Takoma Park Farmers Market has requested temporary relief from weekly payments to secure additional parking for the duration of construction only.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TAKOMA PARK, MARYLAND, THAT** Willow Avenue between Carroll Avenue and the Wackenhut Parking Lot will be closed to all through traffic for operation of the Market by the Takoma Park Farmer's Market, Inc. every Sunday between the hours of 8:45 a.m. and 2:45 p.m.

**BE IT FURTHER RESOLVED THAT** parking on Willow Avenue between Carroll Avenue and the parking lot to 7000 Carroll Avenue (at the intersection of Willow and Carroll Avenues) will be prohibited during construction on Carroll Avenue, except for officially permitted vendors participating in the operations of the Takoma Park Farmers Market .

**BE IT FURTHER RESOLVED THAT** the Takoma Park Farmers Market will be released from the obligation to pay the City \$60 per week for the use of Laurel Avenue so long as the Market is located at Willow Avenue.

**BE IT FURTHER RESOLVED THAT** the provisions on this Resolution shall remain in effect until the completion of construction on Laurel Avenue.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2005.

**ATTEST:**

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Catherine E. Waters, CMC  
City Clerk